

“THE AGREEMENT FOR MUTUAL RESPECT”:
THE WORKINGS OF A PRENUPTIAL
AGREEMENT FOR THE PREVENTION OF
GET-REFUSAL AS A HALAKHIC
AUTONOMOUS TOOL

by

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Within divorce suits in contemporary Israel, the acquiescence of both the husband and the wife is needed in order to sever the bonds of marriage. Moreover, the court of jurisdiction itself – the Rabbinical Court – lacks the power to change the personal status of the two parties without the explicit agreement of the individuals themselves.

This state of affairs lends itself to the phenomenon known as *get-refusal*. While in Israel itself, both men and women can become victims of *get-refusal*, the severe problem of the modern-day *agunah* exists throughout the Jewish World. This paper will present a prenuptial agreement for the prevention of *get-refusal* developed in keeping with Israeli law and the needs of Israeli society. This specific preventative solution, which is in use in Israel, is known as the Agreement for Mutual Respect (*Heskem L’Kavod Hadadi*).¹ The singularities of the Agreement for Mutual Respect will be demonstrated, the mechanism delineated, as well as the halakhic constructs explained.

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¹ For the agreement in Hebrew, English, Russian, French and Spanish, see <http://www.youngisraelrabbis.org.il/prenup.htm>.

To date, the most widely used prenuptial agreement is that recommended by the Rabbinical Council of America, administered by the Beth Din of America in the United States. This “Binding Arbitration Agreement” was drawn up originally by Rabbi Mordechai Willig. It has undergone several revisions and expansions, making it compatible with United States Law (as opposed to Israeli law). There have been cases in the US where a couple declared their intentions of making *aliyah*, that the Beth Din of America had the couple sign both their Binding Arbitration Agreement and the Agreement for Mutual Respect, as instructed on the aforementioned website in the English version.

The State of Divorce Law in the State of Israel

The civil law in the State of Israel is the basis for the establishment and the workings of the Rabbinical Court system and has given it its powers and areas of jurisdiction. “The Jurisdiction of Rabbinical Courts (Marriage and Divorce) Law, 5713-1953” explicitly states that the matters of marriage and divorce of Jews who are citizens or residents of the State of Israel, will come under the sole jurisdiction of the Rabbinical Courts.² The civil Family Court has no such authority. Furthermore, there is no civil marriage or divorce in Israel, as the Rabbinical courts were empowered by the *civil* law to rule according to the *religious* law in the Court’s area of jurisdiction.

The guiding principle in the *halakhah*, according to Torah Law, in this issue is:

A woman is divorced in accordance with her will or not in accordance with her will.
A man divorces only in accordance with his will (B. Yev. 112b).

According to Rabbinic ordinance today, a woman likewise can be divorced “only in accordance with her will”.³ The situation which remains is that of the necessity for agreement on both sides in order to arrange a divorce. This leaves the door wide open for the party being sued for divorce to make demands until his will is fulfilled. Only then can a Rabbinical Court administer the *get* (Jewish divorce).

Parallel jurisdiction exists in the two Israeli court systems, Civil and Rabbinic, in all matters pertaining to divorce such as child custody, support and division of assets, yet a discrepancy exists between the rulings of the two courts. The Civil Court rules in accordance with the Property Relations Between Spouses Law, 5733-1973 of the State of Israel,⁴ where at the time of the dissolution of the marriage each spouse receives fifty percent of the value of assets accrued during the marriage (in keeping with the “balancing of resources” arrangement in the law). Although the Rabbinical Court is required by law to divide the assets of a couple even prior to the divorce in accordance with the aforementioned law,⁵ any

² The Jurisdiction of Rabbinical Courts (Marriage and Divorce) Law, 5713-1953

³ Decreed in *Herem DeRabbeinu Gershom* (Enactment of Rabbeinu Gershom). In the Responsa of the Rosh, rule 42, the Rosh explains the enactment of Rabbeinu Gershom as having been intended “to equalize the woman’s power with that of the man. Just as a man divorces his wife only of his own free will, so a woman can only be divorced in accordance with her will.”

⁴ The Property Relations Between Spouses Law, 6733 – 1973. In Nov. 2008 The Israeli Knesset passed “Amendment 4” to the law, which included objective definitions, other than divorce, as dissolution of the marriage. Separation and family abuse are two examples of these qualifications. This amendment made it possible to divide the assets of the couple even in the absence of a divorce.

⁵ A Rabbinical Court may find the civil law ostensibly in conflict with the *halakhah* and choose to rule in accordance with what is the *halakhah* in that panel’s opinion. As there is no culture or obligation of “precedents” in the Rabbinical Court system, it would be difficult to predict which panel of Rabbinical judges would view the law as *halakhic* and which would not.

given Rabbinical Court may choose to rule in accordance with the specific halakhah that "what a woman has acquired, her husband has acquired",⁶ thus dividing the assets with a clear bias towards the husband's benefit. The very possibility of establishing jurisdiction in one court or the other, coupled together with the perceived advantage by each of the parties, has created the "race for jurisdiction". The earliest filing of a suit in a given court, establishes that court's authority to deal with the issues.⁷

The situation of one spouse refusing to agree to the other's request for a Jewish divorce, *get*-refusal, has become widespread in contemporary times. Convincing the recalcitrant spouse to agree to a *get* has proven to be a formidable task, even for the Rabbinical Courts. Often, the recalcitrant spouse sets forth conditions before agreeing to divorce or makes unreasonable demands, negating legal rights of the other spouse. These can be monetary demands which the wife (in most cases) must fulfil, thus "buying" her *get* and gaining her sought-after freedom, or demands regarding child custody and support.

Solutions to these problems can be found in the prenuptial agreement "*The Agreement for Mutual Respect*". The agreement is egalitarian and thus forms a firm foundation for true mutuality. The principle of joint ownership of assets is anchored in the *halakhah* as well as in the civil law, by signing this text. It provides the opportunity for a spouse to rebuild her or his life by gaining control of her or his assets, without dependence on the giving of a *get*. The prearranged procedure would minimize the phenomenon of *get*-refusal in particular as well as the anguish that accompanies divorce proceedings, in general. The two sections of the agreement together enhance the trust between the partners as well as economic security in accordance with the law as well as the *halakhah*. Widespread use of the Agreement for Mutual Respect would help bring about more autonomy in the process of changing one's personal status in general, thus strengthening the status of Jewish women in particular.⁸

The Aim of the Agreement for Mutual Respect

The main goal of the Agreement of Mutual Respect⁹ is to prevent *get*-refusal.

⁶ "What a woman has acquired her husband has acquired": *Nazir* 24b; *Sanhedrin* 71a; *Gittin* 71a; *Shulhan Arukh Hoshen Mishpat* 33:3.

⁷ Ariel Rosen-Zvi, "Pitsul Hashiput uPitul Hadin Be'Inyanei Mishpaḥah BeYisrael", *Takdim* 2 (1989), 3-58.

⁸ For the reactions of the Israeli Rabbinical Courts to prenuptial agreements of this nature, see the end of the next section.

⁹ The team of authors of the original Hebrew version, "*Heskem LeKavod Hadadi*" consists of two Rabbis and a Rabbinical Court Advocate – Rabbi Elyashiv Knohl, Rabbi Dr. David Ben Zaron and myself, Dr. Rachel Levmore – who consulted with tens of experts in various fields (dayanut, law,

However, as will become clear, this is not its sole aim even though it is its main intent. At the onset, it must be made clear that this agreement on its own cannot solve the gamut of problems surrounding *get*-refusal¹⁰ and *iggun*¹¹ in Jewish society – what can be called the phenomenon of “husbandless wives”.¹² The practice of signing this agreement is the first step in a string of halakhic solutions, which combined, will help eradicate the phenomenon. The distinctiveness of this solution lies in the hands of the layperson – it is in his power to implement this solution. Every individual can protect himself – albeit if not entirely then to a great degree. This is accomplished via a simple act: signing the agreement prior to his marriage together with his partner before a legal authorizing body.¹³

Several decades of use in the United States of the prenuptial agreement recommended by the Rabbinical Council of America – which is based on the same mechanism of high spousal support as the Israeli agreement – provides an insight into its effectiveness.¹⁴ The former director of the Beth Din of America, Rabbi

women’s organizations, psychology). The Council of Young Israel Rabbis in Israel, in cooperation with Rabbi Yonah Reiss and Rabbi Prof. Michael Broyde, both of the Beth Din of America, has translated the original Hebrew version into English. A clause has been included which assigns jurisdiction to the Beth Din of America in the case where the Agreement for Mutual Respect itself would prove not to be enforceable for any reason in the State of Israel or “in the jurisdiction that the parties reside in at the time that either one of them seeks enforcement of its provisions”. As previously cited, the English form of the Agreement for Mutual Respect, as well as translations into other languages, can be found at <http://www.youngisraelrabbis.org.il/prenup.htm>.

¹⁰ As this is a monetary agreement, it will not bring about the dissolution of a marriage in the case of a husband who is willing to lose all his assets while refusing to give his wife a *get*.

¹¹ *Iggun* is the case of husband’s disappearance where we have no knowledge of the husband’s death or whereabouts, and thus the woman’s status is considered to be that of married.

¹² This seeming oxymoron accurately describes the situation of the woman whose husband has disappeared, is not legally competent or is refusing to give her a *get*. She is married to a man who has ceased fulfilling the role of a husband. Nevertheless, according to the halakhah she cannot change her personal status to that of unmarried.

¹³ In accordance with Israeli law (The Property Relations Between Spouses Law, 6733-1973) the signing couple may have the agreement authorized prior to marriage before one of four authorities: The Rabbinical Court, the Family Court, the Marriage Registrar in the Religious Council where they registered for marriage or a notary public.

¹⁴ Although the halakhic mechanism of high spousal support is the same in both agreements, there are several major differences between the Agreement for Mutual Respect and the Prenuptial Agreement of the Beth Din of America. A brief list, without elaboration, follows:

- The BDA agreement is a Binding Arbitration Agreement while an Israeli agreement has no need to assign jurisdiction to a given Rabbinical Court. It exists already according to law.
- In keeping with the need for protection of both spouses in Israel, the Agreement for Mutual Respect is a mutual agreement, not a unilateral obligation. (This also adds to the document’s acceptability amongst young grooms.)
- The Agreement for Mutual Respect provides for autonomy in the decision to implement the obligations within, while the BDA agreement requires that a Beth Din first decide that a *get* must be given by the husband. Thus there is more of a “no-fault” basis for the former.
- Those who sign the Agreement for Mutual Respect accept as halakhah the future division of

Yonah Reiss, publicly verified repeatedly that to his knowledge, the "prenuptial agreement is one hundred percent effective. In every case of a couple that had previously signed a PNA and later came to divorce, there was a *get* delivered in a timely fashion."¹⁵

The Sephardic Chief Rabbi of Israel and presiding president of the Supreme Rabbinical court, Rabbi Shlomo Amar, published a lengthy discourse in his latest volume of responsa¹⁶, detailing the halakhic rationale supporting the validity of prenuptial agreements which are based on a monetary obligation for spousal support. Rabbi Amar based his halakhic reasoning on Rabbi Ya'akov Betsalel Zolty's response in this regard to Rabbi Abner Weiss of Riverdale, New York, dated 27th Tishrei 5747, Rabbi Zolty agreed to the idea of obligating a recalcitrant husband legally separated from his wife to pay alimony based on the fact that his wife was unable to remarry on his account.¹⁷

Leaving the theoretical dimension in Israel for the practical – the Agreement of Mutual Respect, specifically, (as of April 2009) has withstood three different reality tests, within the Rabbinical Courts:

- a. The Agreement of Mutual Respect was authorized at the time of its signing prior to marriage by the Jerusalem District Rabbinical Court and received the status of a ruling of that court.¹⁸
- b. Similar to the experience of the Beth Din of America, there have been several cases of divorce, in which the husband's initial reaction was to refuse the wife's request, but nevertheless did enter negotiations towards a divorce agreement and delivered the *get* within a few months in the Rabbinical Court. This point is worthy of emphasis, being that this is the real test the agreement has to withstand: When a *get* is demanded by the weaker of the spouses¹⁹ is it delivered within a reasonable period of

property in accordance with the civil law. This sets the scene for any Rabbinical Court to rule in accordance with the civil law at that time.

- The Agreement for Mutual Respect provides for marital therapy while the BDA agreement does not.

¹⁵ Aside from public lectures and in conversation with this author (as late as March 2007) when this statement was made, Rabbi Reiss is currently thus quoted weekly on the pages of the New York newspaper The Jewish Press.

¹⁶ R. Shlomo Amar, *Shema Shelomo* (Benei Berak: Makhon Shema Shelomo, 5768), 6: siman 19-20.

¹⁷ See note 22.

¹⁸ The Agreement has also been authorized by the Israeli civil Family Court.

¹⁹ The spouse suing for divorce is always in a weaker position in the Israeli courts. See my article, Rachel Levmore, "Heskemei Kdam Nissu'in LeMeniat Sarvanut Get BeYisrael", *Shenaton HaMishpat Ha'Ivri* 23 (2005), 127-192.

time? If the spouse who is sued comprehends that he must negotiate with s/he who is demanding a *get* in order to reach a common stand – whether it is to divorce or to live together – then the goal of the agreement has been reached. In that case, the signing of the prenuptial agreement prevented the deterioration of the relationship to that of *get*-refusal.

- c. The reaction of the Rabbinical Court itself to the Agreement of Mutual Respect in actual divorce suits, was brought to light by Rabbi Eliyahu Ben-Dahan, director of the Israeli Rabbinical Courts. Rabbi Ben-Dahan publicly stated²⁰ (and repeated this statement to a newspaper interviewer shortly thereafter²¹) that the Rabbinical Courts have in the past upheld prenuptial agreements and have arranged *gittin* on the basis of the Agreement of Mutual Respect. He noted explicitly that there has not been any case of an Israeli Rabbinical Court declaring the Agreement of Mutual Respect invalid.²² In the newspaper interview, Rabbi Ben-Dahan expanded his view: “Prenuptials can be very helpful in expediting divorce procedures, especially in cases where it is clear that the couple’s divorce is unavoidable, but where *halakhah* does not give the Rabbinic Court judges the power to obligate the husband to give a *get*.”

The combination of the reactions of both the husbands being sued for divorce together with the reactions of the Rabbinical Courts before whom the agreement was brought, leads to a positive assessment of the efficacy of the agreement in Israel and its effect on divorce.

²⁰ Rabbi Ben Dahan’s remarks were made in the final session of a two-day course for professionals entitled “The *Agunah* Problem and Halakhic Prenuptial Agreements” which took place on May 18th and 25th, 2008.

²¹ Matthew Wagner, “Rabbinic Court Head Supports Use of Prenuptial Agreements”, *Jerusalem Post*, 02.06.08, <http://www.jpost.com/servlet/Satellite?pagename=JPost%2FJPArticle%2FShowFull&cid=1212041459905>.

²² This contrary to rumour that the late Rabbi Shalom Elyashiv did not approve of prenuptial agreements and therefore the Rabbinical Judges would find them invalid. In reality, Rabbi Elyashiv never made any public statement regarding the validity of prenuptial agreements. The basis of this rumour is a decades-old ruling of his, made in regard to a divorce agreement. In fact, a partner to that ruling in the Supreme Rabbinical Court was Rabbi Ya’akov Betsalel Zolty, who authored the response sent to Rabbi Abner Weiss of Riverdale, New York, dated 27th Tishrei 5747, suggesting that the obligation accepted by the husband upon himself in the prenuptial agreement, should he refuse to divorce his wife, be \$2,000 weekly. Rabbi Zolty’s letter is reproduced in full in Rachel Levmore, *Minee Einayikh MeDim’ah: Heskemei Kedam Nissuin L’Miniyat Seiruv Get* (Jerusalem: Ariel Institute and the Council of Young Israel Rabbis, 2009).

The Mechanism of the Agreement

At first glance the Agreement of Mutual Respect seems lengthy. Its wordiness is a direct result of the effort to insure its legal and halakhic validity. Nonetheless, the heart of the agreement is the mechanism of high spousal support which is intended to prevent *get*-refusal. When one spouse notifies of his or her intent to divorce and the partner refuses to comply within a defined period of time– the recalcitrant spouse will be obligated in high spousal support payments. This mechanism can be found in the two clauses which are almost a mirror image of each other (in keeping with requisite small nuances in wording): the "Obligation of the Man" and the "Obligation of the Woman" (clauses E and F). Each of the spouses takes upon him/herself an obligation to his partner as follows:

- *Amount of spousal support*: The amount to which each partner obligates him/herself as spousal support is \$1,500 or fifty percent of his mean monthly income, the higher of the two.
- *Time of discharge of the obligation*: if the couple is still married at the end of a period of one hundred and eighty days (or two hundred and seventy days, which will be clarified below) from the date of a notification sent by the spouse asking to divorce – the spouse who is refusing to terminate the marriage will be obligated in the monthly maintenance payments.
- *Content of notification*: The spouse asking for a divorce sends a notification of intent to implement the obligations set out in this agreement.
- *Who is obliged to comply with the obligation of support?* The spouse who is asked for a divorce and does not take action to terminate the marriage will be required to provide the monthly payments.
- *Who is released from the obligation?* The spouse who is prepared to end the marriage is not bound by the obligations.
- *Grounds*: There is no requirement for grounds to facilitate implementation. The sole determining factor is the willingness to bring the marriage to an end in a halakhic manner.
- *Conditions to the divorce*: The readiness to terminate the marriage must be without any condition or demand, regardless of any issues that accompany or are connected to the termination of the marriage. One who agrees to terminate the marriage after any given matter has been arranged, will be considered as one who is not willing to terminate the marriage. Thus that spouse will be obligated in the monthly maintenance payments to which he obligated himself prior to the marriage.

The reader can discern that the Agreement for Mutual Respect is egalitarian. Through the mechanism of high spousal support (in clauses E and F), each of the spouses obligates him/herself to monthly maintenance payments to his/her spouse if one hundred and eighty days have passed from the day of request for the implementation of the agreement and they are still married, on condition that s/he is preventing the termination of the marriage. By simply defining “the termination of marriage” as such, disallowing any conditions or demands, all linkage is severed between the divorce itself and the determination of the matters that accompany it.

Execution of the Agreement

The employment of the mechanism of the agreement begins with the sending of the notification by either of the spouses, without the need of permission to do so from either the Rabbinical Court or the civil Family Court. In this manner there exists no necessity for a Rabbinic Court ruling of “obligation to divorce”²³ in order to realize the obligation of the recalcitrant spouse. Through the measure of signing the agreement, the two marrying individuals accept upon themselves the control of the severing of the marital bond.²⁴ A spouse does not need the agreement of either the Rabbinical Court or of the Family Court in order to send a notification. The direct result of this is that a demand for divorce is not contingent upon an authorization of the Rabbinical Court, even though the *get* itself is administered in the accepted manner under its auspices. Accordingly, through signing the agreement prior to the marriage, the spouses provide themselves with greater autonomy and less dependence on any court, in determining the point of dissolution of their marriage through divorce.

The responsibility to meet a prearranged timetable encourages the partners who are undergoing a crisis, to engage in discourse for the purpose of reaching an agreement to divorce. There is no need or even opportunity for the spouse who is seeking to implement the agreement, to prove grounds for divorce. Consequently, the decision to part ways can be effectuated through a “no-fault” policy – without a need to prove grounds for divorce in a court of law. The demand for implementation is not conditional on any other factor – neither proper behaviour nor improper behaviour. By means of this arrangement, the hurling of mutual accusations or insults is averted, which in of itself is of vital importance for the future co-parenting of the children. The agreement provides a “wake-up call” to both spouses upon notification, to leave go of the emotional whirlpool in which

²³ In Hebrew: *hiyyuv get*.

²⁴ When necessary, after the passing of the initial period, the actual implementation of the agreement can be effected by the filing of a suit in either the Rabbinical Court or the Family Court.

they are immersed together with mutual accusations. The preordained timetable does not allow time to be wasted. In this manner they will reach an amicable divorce agreement, employing mutual respect, before the end of the initial period is reached. The spouses together will then submit a petition for the arrangement of a *get* to the Rabbinical Court, presenting the mutually acceptable divorce agreement. The joint petition, which is founded on their points of concurrence, includes the divorce agreement which actually makes no mention of the prenuptial agreement.

Deterrence of Impetuous Divorce

The conditions surrounding these obligations bring a couple undergoing a crisis to a position close to "no-fault divorce". Indeed, in the clauses delineating the obligations the couple accept upon themselves, it is specifically stated that "these obligations are fully valid and enforceable regardless of any action or omission by the" other spouse. Simply put, one type of behaviour or another has no influence upon the validity of the obligations. On the one hand, each one of the partners enjoys autonomy with regard to the notification of intent to implement the agreement – with no necessity of a prior ruling of the Rabbinical or Family Court; On the other hand, from the moment the notification is sent the clock begins to tick, which impels the couple to conclude the entire negotiation process ahead of the point in time where the obligations would be put into effect, which would mean a serious monetary expense. This brings us to the question: if either spouse can send out a notification whenever s/he feels like it and if the behaviour of the spouse cannot detract from its validity, what is to prevent the couple from entering into a rash divorce? For this purpose two deterrents were built into the Agreement for Mutual Respect which were designed to prevent the couple from sliding down the slippery slope of needless divorce.

A. *Rehabilitation of the Marriage*: As was explained previously, the recalcitrant spouse is obligated to pay high spousal support to the other spouse after the passing of one hundred and eighty days from the date of notification. Nevertheless, if s/he maintains a request for reconciliation (*shalom bayit*), the agreement grants him/her the right to demand an attempt of "rehabilitation of the marriage" with the help of a professional marriage counselor – chosen in agreement by both parties.²⁵ In that case, the spouse who is asking to end the marriage

²⁵ Clause C(1). The system for the choosing of the therapist is spelled out in the clause: In the absence of an agreement among the parties as to the identity of the Marriage Counselor, the Marriage Counselor shall be appointed by the Israeli Association for Marital and Family Therapy and Family Life Education.

actually is obliged to attend up to three meetings with the counselor, during which the counselor will endeavor to bring the two spouses to agreement. The meetings take place in the course of the period of the one hundred and eighty days. If the spouse who sent the notification refuses to participate in the meetings— the mechanism s/he originally initiated comes to a stop and s/he will lose the fulfillment of the other's obligations. Conversely, if the sender of the notification cooperates with the attempt at reconciliation, no time is lost, being that the counseling takes place during the period which was defined as one hundred and eighty days in any case. In the instance of an impetuous demand for divorce in the wake of a passing crisis, a professional marriage counselor should have the ability to bring the quarrelsome spouses to understanding and harmony. Thus, the agreement sees to it that the couple will not reach a state of divorce without prior consultation with some outside party. If one of the sides wishes to reach reconciliation, both have to participate in sessions at a professional counselor. That is the first deterrent to a hasty divorce.

- B. *The extension of the "period" by the marriage counselor:* At the conclusion of the one hundred eighty day period, the marriage counselor is required to summarize his findings. He is called upon to evaluate whether or not there is mutual willingness to repair the marriage. If the couple has not reached any agreement as whether to divorce or remain together and in the opinion of the marriage counselor there is no use in continued therapy— the sender of the notification has the right to take any and all steps towards execution of all obligations included in the prenuptial agreement. However, if the marriage counselor is of the opinion that continued marital therapy will benefit the couple and facilitate the mending of the marriage— the initial period will be extended by an additional ninety days, meaning that there are three months more during which the possibility of saving the marriage will be explored. The sole outside party who can delay the execution of the obligations until two hundred and seventy days is the marriage counselor. This is aside from the sender of the notification, who can extend the period at will on condition that s/he does so in writing. It is important to take note of the fact that the marriage counselor has the ability to extend the period even if the sender of the notification opposes the idea. However he cannot extend it past the two hundred and seventy days in total, at which point the obligations will be put into effect. This is the second deterrent to a hasty divorce.

So it becomes clear that the prenuptial agreement sees to it that the signing

couple will not reach a divorce without the benefit of consultation with a professional outside party. By virtue of this method, the claim that the agreement may encourage rash divorces without due consideration, is dealt with. In reality, the case is just the opposite: the agreement requires both spouses to attend genuine marital counseling, even if only one of the spouses demands it. Actually, the agreement creates a sophisticated mechanism of induced actions against both of the spouses, whereby each one is impelled to act in a manner which is against his or her best interests as s/he originally perceived it: The recalcitrant spouse has to make arrangements for the completion of the *get* process within one hundred eighty days or s/he will be in for a serious financial loss; at the same time the spouse requesting the divorce must cooperate with the marriage counselor in an attempt to save the marriage, for if not s/he will lose the right to execute the impending obligation of the other spouse. What we have here is an elegant flipping of perceived personal interests in the form of an X, where each spouse is propelled to move towards the other's plain, thereby reaching a meeting point midway. It is at this meeting point that the two will reach an agreement as to which direction they are headed— towards divorce or towards reconciliation.

Severing the Division of Assets from the Get

Included in the Agreement for Mutual Respect is an appendix which relates to the division of assets between the spouses. The Property Relations Between Spouses Law, 5733-1973 details this apportionment in what is called the Resources Balancing Arrangement. What this arrangement means is that the value of all of the assets accrued by the couple during the marriage is divided equally at the time of dissolution of the marriage. In the law itself, dissolution of the marriage is defined as the death of one of the spouses or divorce. Consequently, a distinct problem arises before divorcing couples come to divide their collective property.

Not every Rabbinical Court views itself as bound by the Property Relations Between Spouses Law when ruling about the division of assets. Being that it is well known that the civil court does rule in accordance with the law while one cannot know what ruling a Rabbinical Court may issue— a "race for jurisdiction" is created. Each individual runs to file a petition in the court system which he perceives will rule to his benefit. The spouse who "loses" this race and sees that jurisdiction to rule regarding his property is granted to the other court, is left feeling oppressed. S/he will attempt to regain what was lost, whether it is through refusal to divorce until jurisdiction is transferred to the court of his/her choice or whether through blatant extortion.

The appendix to the agreement relates to this problem. When signing this agreement, each individual accepts upon himself the Property Relations Between

Spouses Law, 5733-1973 in a halakhic manner. When the time comes for the Rabbinical Court judges to adjudicate the issues of this couple, they will be obligated to act in accordance with the conditions in the monetary contract which the couple itself set up— the dictates of the aforementioned law. As a result, there should not be any difference between the rulings of a Rabbinical Court or a civil Family Court – which leads to the suspension of the race for jurisdiction. Additionally, the appendix corrects a possible hindrance regarding the determination of the timing of the “balancing of resources”. In accordance with the agreement, implementation of the division of assets occurs at the end of the defined period (one hundred and eighty or two hundred and seventy days) whether or not a *get* is administered. In this fashion, all issues are resolved according to one timetable.

Even if the recalcitrant spouse adamantly refuses to divorce, the spouse requesting it will receive half of the family assets before the *get* itself, thus affording the opportunity to build a new life, rehabilitating him or herself through the renting of a new residence and the like. Accordingly, the recalcitrant spouse will recognize the new reality, come to the understanding that the separation is fact and must be finalized via a *get*.

The appendix to the Agreement for Mutual Respect reflects accepted societal norms regarding property accrued during marriage, which naturally belongs to both partners in that marriage, and anchors these norms in the halakhah, in a halakhic manner. Furthermore, the appendix severs the connection between economic separation to religious separation – allowing the spouse requesting the divorce to receive control of his or her assets thus getting a new start in life, even if the administration of the *get* is delayed beyond the defined period. These two functions, each significant in its own right, contribute to the prevention of *get*-refusal.

Reinforcing the Ketubah

An unusual clause which appears in the appendix re-establishes the *iqar ketubah*, returning it to its rightful standing.²⁶ As a matter of course, the woman’s forfeiture of the *ketubah* in divorce files is arranged in the Rabbinical Courts. This is not the appropriate venue for analysis as to the causes of this common occurrence,²⁷ let it suffice to say that in only few cases from within thousands of

²⁶ *Iqar ketubah* is the amount of two hundred *zuz*—the minimal amount determined in the laws of charity of which an individual is in need for his living expenses. *Shulhan Arukh Yoreh De’ah* 253:1; *Shakh* 7.

²⁷ See David Ben Zazon’s article at www.kipa.co.il/upload/users_files/1093.PDF: David Ben-Zazon, “Heskemei Kdam Nissuin: Dilemot Erkiot, Hilkhatiot uMa’asiot”, *Tsohar* 20 (2005), 79-82.

divorce files does the woman receive her *ketubah*.

The *ketubah* was instituted by the sages so that "she should not be easy in his eyes to cast out".²⁸ This decree is in keeping with the traditional society's economic framework by which the man was the property owner, while the woman was supported by him. However, the appendix of the Agreement for Mutual Respect changes the economic framework of the family in keeping with contemporary reality. The husband and wife are now partners in ownership of the family assets. As one cannot burn the candle from both ends, in the appendix the woman agrees that the value of her *ketubah* is to be included in the monies she receives at the time of balancing of resources. Notwithstanding, there is an exception to this method— the wife has the right to determine that she will receive fifty thousand NIS from the husband instead of the balancing of resources.²⁹ In other words, in the case where the couple does not own a significant amount of assets (with a value of up to one hundred thousand NIS), the *ketubah* is reinstated. The woman retains the right to receive the amount of minimal support for an individual per one year³⁰ (two hundred *zuz*³¹) from her husband, in order so that she will not find herself penniless the day after a divorce. It is in this manner that the agreement contributes to the reinforcement of the original purpose of the *ketubah* in times when its meaning dwindles away.

Provisions for Halakhic Validity

As was already noted, the Agreement for Mutual Respect is lengthy. The bulk of its length can be attributed to the necessity to insure that the document is valid halakhically. For example, there are separate clauses of obligation for the man and for the woman (clauses E and F). Similarly, at the end of both the agreement itself and its appendix several clauses are included whose purpose is to prevent the claim of an indecisive contractual obligation (*asmakhta*), of lack of intent (*hoser gemirut da'at*) or of a coerced *get* (*get me'useh*). A case in point is the passage: "The parties have accepted all of the above obligations via an accepted effective halakhic means of transaction (*kinyan hamo'il*), and by an oath of the Torah (*shevu'ah*)"; as well as the provision "that the Jewish law mechanism of *kim li* may not be asserted"; and that the couple had "been given an opportunity to consult

²⁸ "Shelo Tehei Kalla Be'Einav LeHotsia", *Yevamot* 69a.

²⁹ 50,000 NIS linked to the consumer price index as of January 16, 2003 until the actual date of payment. This amount is equivalent to two hundred *zuz* in that it is minimal support for an individual per one year.

³⁰ The support is for the woman herself, as an individual, without regard for the support of the children.

³¹ *M. Ketubot* 4:7.

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with any person they so desired, including legal counsel and an advisor on Jewish law”.

Final Words

The Agreement for Mutual Respect is unique in that it is egalitarian and mutual, reflecting these attributes along its entirety. As such, the agreement functions as an educational tool which lays the foundation of the interpersonal relations between the spouses upon the underpinnings of honour and mutual respect. Nevertheless, it is of significance that this agreement is in essence a monetary contract (*shtar mamoni*)— in continuation of the tradition generations-long of the Jewish people where monetary contracts were drafted to answer their needs.³² The Agreement for Mutual Respect relies on the laws of finance in order to relate to social need which has arisen in recent times. It does not contend with the problem using the laws of personal status (*ishut*), thus it does not pose a challenge to them. This agreement was not created in a vacuum. The Agreement for Mutual Respect continues the grand tradition of the sages’ efforts spanning the generations to care for the needs of their flocks.

Every man and woman can participate in this effort to protect the daughters and the sons of Israel, in accordance with the teachings of the sages: “As all of Israel are responsible for one another— to what can they be compared? To a ship where one of its houses has been torn asunder. One cannot say ‘one house of the ship has been torn asunder’ save for the entire ship has been torn asunder.”³³ Amongst the Jewish people today, not one house “has been torn asunder”, rather very many houses have. By virtue of the joining of forces, together with the help of the Almighty, the phenomenon of *get*-refusal will be eradicated, thus reinforcing the entire ship.

Summary

The Agreement for Mutual Respect, a prenuptial agreement for the prevention of *get*-refusal, essentially works on the principle of spousal support in the case of recalcitrancy. In this case the obligation is mutual. Both the bride and the groom obligate themselves to support the respective spouse, with the amount ranging from \$1500 per month to half his/her monthly net income. The obligation is

³² See Asher Gulak, *Otsar Hashetarot Hanehugim BeYisrael* (Jerusalem: Defus HaPoalim, 5686); Yosef Rivlin, *Shtarei Kehillat Elisana min Hameah Ha’akhat-Esreh* (Ramat Gan: Bar-Ilan University Press, 1995).

³³ *Eliyahu Rabba* 12.

activated after notification plus a defined waiting period, if the couple is still married according to halakhah. If a spouse is willing to give/accept a *get* unconditionally at that point, his/her obligation is voided. In this manner only the recalcitrant spouse's obligation will remain in effect. Obviously, if a *get* were administered during the waiting period, neither spouse is obligated to the other. There are additional matters covered by this agreement. If one of the spouses demand marital therapy, the other must comply up to three visits. The Property Relations Between Spouses Law, 5733-1973 of the State of Israel is accepted as halakhah for those that sign the agreement. The concept of the *ketubah* is even strengthened. In short, this is a mutual agreement which takes our modern-day philosophy of marriage as one of partnership, cooperation and mutual respect, and anchors this outlook deeply in the halakhah. It is also an educational tool as much as it is an agreement for the prevention of *get*-refusal. Ultimately the act of signing the Agreement of Mutual Respect affords each individual within a marriage more autonomy in the effecting of a change in her or his personal status if necessary.

Prenuptial Agreement for Mutual Respect

Entered into in _____ on the date of _____

Between _____ I.D. _____ (to be called hereinafter: the “Man”)
As one party;

And _____ I.D. _____ (to be called hereinafter: the “Woman”)
As the second party;

Whereas The Man and the Woman (hereinafter: the “Couple”) have mutually agreed to be married under Jewish law (hereinafter: the “Marriage”),

Whereas The Couple desire to act with respect for each other and resolve disputes among themselves with fairness in an agreeable manner,

Whereas The Couple have agreed to base their married life together on the grounds of love, harmony, peace, equality, respect, consideration, fairness and mutual concern,

Therefore, the Couple agree as follows:

Preamble

A. The preamble to this agreement constitutes an integral part thereof.

The Notice

B. A party who desires to live apart from the other may deliver written notice to the other party (hereinafter: Notice Recipient) wherein the sending party (hereinafter: the “Sender”) requests to exercise the obligations of the other party as set forth in clauses E’ or F’, as the case warrants (hereinafter: the “Notice”).

The sending of a Notice by one party shall not prevent the sending of a Notice by the other party as well.

The Notice shall be hand-delivered or dispatched by registered mail or an alternative method of delivery in accordance with the Rules of Civil Procedure, 5744-1984.

The date of delivery of the Notice shall be called herein: the "*Notification Date*".

The Sender may revoke the Notice in writing and may independently choose to resend it.

The revocation of a Notice shall not affect the validity of a Notice sent by the other party.

Rehabilitation of the Marriage

- C. 1. The Notice Recipient may request to rehabilitate the Marriage with the help of a professional counselor accepted by both parties (hereinafter: "*Marriage Counselor*"). In the absence of an agreement among the parties as to the identity of the Marriage Counselor, the Marriage Counselor shall be appointed by the Israeli Association for Marital and Family Therapy and Family Life Education.
2. The Couple undertake to appear before the Marriage Counselor for up to three sessions. The Couple shall share equally in the payments for the sessions with the Marriage Counselor.
3. The Marriage Counselor shall, no later than 180 days from the Notification Date, deliver a letter to each member of the Couple which will state if the Couple had or had not reached an agreement to rehabilitate the Marriage. The letter shall also state if, in the Counselor's opinion, further counseling would assist the Couple in rehabilitating their marriage, notwithstanding the fact that an agreement had not been reached by the Couple to rehabilitate the Marriage.

The Period

- D. If 180 (one hundred and eighty) days passed since Notice was delivered by one party on the Notification Date (hereinafter: the "*Period*") and the Couple had not reached an agreement to rehabilitate the Marriage and the Marriage Counselor had not written that in the Counselor's opinion further counseling would assist the Couple in rehabilitating their marriage, then the Sender may take all actions to exercise the obligations of the other party as set forth in clause E' or F' herein, as applicable (hereinafter: the "*Obligations*").

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If the Marriage Counselor had stated that, in the Counselor's opinion, further counseling would assist the Couple in rehabilitating their marriage – the Period shall be extended by an additional 90 days (hereinafter: the “*Extended Period*”) and clause C (2) shall apply to the Extended Period.

The Sender may, *in writing*, extend the Period or reduce the extension. The extension of the Period by one party shall not extend the relevant period in respect to the notice by the other party.

The Couple expressly agree that:

1. The duration of the marriage counseling, as set forth in clause C', is included as part of the aforementioned Period, and shall not be extended even if three sessions with the Marriage Counselor were not held.
2. Notwithstanding clause C' (2), the Sender of the Notice may take all steps to exercise the Obligations at the expiration of the Period and the Extended Period (if applicable) in any event, except in the event that a Marriage Counselor was appointed and the Sender of the Notice failed to appear upon a summons by the Marriage Counselor, as stated above.

The Obligations of the Couple

E. *Obligations of the Man:*

1. The Man hereby now (*me'akhshav*) obligates himself from the date of their marriage and as long as they are married in accordance with Orthodox Jewish Law, to make monthly maintenance payments to the Woman in the greater of the following two sums:
 - A. The shekel equivalent of \$1,500 (one thousand five hundred U.S. dollars) according to the representative rate of the dollar published at the time of actual payment.
 - B. A sum constituting 50% (fifty percent) of his mean monthly (net) income of the year preceding the Notification Date.Notwithstanding this obligation of maintenance payments by the Man, the Woman agrees that she will be satisfied with the financial support she receives, as customary and lawful from the date of the Marriage until the expiration of the Period and the Extended Period (if applicable).
2. This obligation by the Man is not dependent on earnings received by the

Woman from a salary, wages, property or any other source, and may not be deducted from any type of debts owed to him by the Woman.

3. Notwithstanding the Man's obligation to make monthly maintenance payments as set forth in subclause 1, the Man, hereby now (*me'akhshav*) waives all lawful rights to income generated by the Woman during the period in which the Woman is entitled to implement/exercise the Obligations, including earnings, bonuses, found money and usufruct.
 4. These Obligations are fully valid and enforceable regardless of any action or omission by the Woman.
 5. Notwithstanding subclause 4, these Obligations are rescinded if the Woman refuses to terminate the Marriage as defined in clause G' ("*Termination of the Marriage*") or if she or her representative fails to appear in the Beit Din at the designated time without a justifiable reason for such absence.
- F. *Obligations of the Woman:*
1. The Woman hereby now (*me'akhshav*) obligates herself to make monthly maintenance payments to the Man from the expiration of the Period and the Extended Period (if applicable) and as long as they are married in accordance with Orthodox Jewish Law, in the greater of the following two sums:
 - A. The shekel equivalent of \$1,500 (one thousand five hundred U.S. dollars) according to the representative rate of the dollar published at the time of actual payment.
 - B. A sum constituting 50% (fifty percent) of her mean monthly (net) income of the year preceding the Notification Date.
 2. This obligation by the Woman is not dependent of earnings received by the Man from a salary, wages, property or any other source, and may not be deducted from any kind of debts owed to her by the Man.
 3. Notwithstanding the Woman's obligation to make monthly maintenance payments as set forth in subclause 1, the Woman, hereby now (*me'akhshav*), waives all lawful rights to income generated by the Man during the period in which the Man is entitled to implement the Obligations.
 4. These Obligations are fully valid and enforceable regardless of any action or omission by the Man.

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5. Notwithstanding subclause 4, these Obligations are rescinded if the Woman agrees to terminate the Marriage as defined in clause G' ("*Termination of the Marriage*") and if she or her representative appear in the Beit Din, at the designated time, unless there is a justifiable reason preventing her from doing so.

Termination of the Marriage

- G. For purposes of the Obligations set forth in Clauses E' and F' above, "*Termination of the Marriage*" shall mean: the end of the Marriage between the Couple under Jewish Law without any reference or stipulation in any manner or form to other matters that are associated with or are related to the Termination of the Marriage. This includes: child custody, maintenance and education issues, financial support, judicial authority, or any other related matters (hereinafter: "*Other Matters*"). It is understood that a woman who consents to end the marriage in accordance with Jewish law, even if she does not consent to the terms or demands of the Other Matters, shall not be deemed as refusing to terminate the Marriage.

Reservation of Rights

- H. With the exception of the foregoing, this agreement shall not impair from the rights of the Man and/or the Woman and/or the children and/or any other relief available to any of the Couple and/or the distribution of property between the Couple, as obligated by law and/or by an agreement among the parties and/or the practice of the State. The initiation of legal proceedings shall not derogate from the provisions of this agreement.

In order not to disrupt marital harmony, any action granting authority to a juridical body shall be made upon mutual consent only. If no consent is given, jurisdiction shall remain with the original authoritative body.

Validity of the Agreement

- I. If a disagreement arises among the decisors of Jewish law regarding the validity of the agreement or any provision therein under Jewish law, the Couple shall adopt the method that grants validity to the surviving clauses of the agreement. Each of the Couple undertakes to pay the other side any sum, and grants the other party all rights in accordance with the method granting validity to the surviving provisions of the agreement, such that the Jewish law mechanism of *kim li* may not be asserted.

- J. The Couple agree that if any section of the agreement is disqualified, stricken, rendered invalid, unable to be performed or effectuated, the surviving sections of the agreement shall remain intact and fully enforceable.
- K. The refrain, postponement or delay by one of the Couple from claiming and/or acting to effectuate a right granted to said party under this agreement, shall not be considered a waiver or pardon of any such right, unless such waiver or pardon is made in writing.
- L. All of the obligations in this agreement are effective immediately as obligations creating personal liability (*shi'bud haguf*), executed in an Esteemed Beit Din (*Beit Din Hashuv*) and should not be regarded as an indecisive contractual obligation (*asmakhta*) or as a stereotyped form (*ketufsei shtarot*). Rather this document shall be regarded as a valid monetary document like those customarily used according to the traditions of Israel, in proper form and in accordance with the rulings of our rabbinic sages of blessed memory. All of the above stated conditions are made in accordance with the laws of the Torah, as derived from the Book of Numbers Chapter 32 (*tna'ei bnei gad v'reuven*). Both parties have stipulated that they will not invoke the release of obligations of the Sabbatical Year. The validity of this agreement shall be as the validity of all documents legislated by our sages of blessed memory, and the parties hereby render null and void any previous declarations (*moda'ot*) and/or implied statements (*moda'ei moda'ot*) that they may have made, no matter how far-fetched or distantly implied, that could harm the validity of this agreement and declare invalid any witnesses that may testify to any such declarations or implied statements. The parties have accepted all of the above obligations via an accepted effective halakhic means of transaction (*kinyan hamo'il*), and by an oath of the Torah (*shevu'ah*). The signatures of the parties on this document shall be an admission (*hoda'ah*) to the declarations stated herein.
- M. The Couple desire to validate this agreement in accordance with Jewish law, the Property Relations Between Spouses Law, 6733 – 1973 (hereinafter: the "Law") and all other laws.
- N. A clause that is rejected may be deleted by the drawing of a line through the clause accompanied by the abbreviated signatures of the Couple next to the deletion. Changes to this agreement shall not be effective unless made in writing with the approval of the competent judicial body.

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- O. The headings in this agreement are for convenience sake only and shall not be accorded any significance in the translation of the agreement.
- P. Any agreement or document that will be executed by the Couple subsequent to the signing of this agreement, which does not contain an explicit reference to this agreement, shall be interpreted in accordance with and subject to the wording and provisions of this agreement.
- Q. The Couple acknowledge and represent that they have read the agreement, that it was explained to them and that they understood all the contents therein, and that they are signing this agreement of their own free will, in the absence of any coercion, after having been given an opportunity to consult with any person they so desired, including legal counsel and an advisor on Jewish law.
- R. Should either of the parties not reside in the State of Israel, or should for any other reason this agreement not be deemed enforceable in the jurisdiction that the parties reside in at the time that either one of them seeks enforcement of its provisions, then the parties shall be deemed instead to have signed the Binding Arbitration Agreement/Prenuptial Agreement recommended by the Beth Din of America (which is located at 305 Seventh Avenue, New York NY, 10001) for use in marriages and have consented to the Beth Din of America's rules and procedures (as found at www.bethdin.org). A copy of this arbitration agreement/prenuptial agreement can be found at <http://www.bethdin.org/publications.htm> and the parties acknowledge that they have read this agreement.

IN WITNESS WE SET OUR HAND:

The Man

The Woman

Appendix to the Prenuptial Agreement for Mutual Respect

Entered into in _____ on the date of _____

Between _____ I.D. _____ (to be called hereinafter: the "Man")
As one party

And _____ I.D. _____ (to be called hereinafter: the "Woman")
As the second party

Whereas The Man and the Woman (hereinafter: the "Couple") have agreed to be married according to Jewish law,

Whereas The Couple signed a prenuptial agreement on the date of _____ and it is their desire to add the financial stipulations as set forth hereunder.

Therefore it is agreed among the Couple as follows:

Property relations

- A. 1. Each of the Couple undertakes to pay the other all payments and grants the other party all rights as obligated from the provisions of the Property Relations Between Spouses Law, 5733 – 1973 and the competent interpretations thereof as of the date of the division of the property, including the Resources Balancing Arrangement.
2. The Woman is entitled to choose between effectuating the foregoing or receiving the sum of NIS 50,000 (fifty thousand new shekels) linked to the consumer price index as of January 16, 2003 until the actual date of payment.
- B. Notwithstanding the provisions of the aforementioned law, the Couple expressly agree that:
 1. The division of the property shall be effected at the expiration of the Period and the Extended Period (if applicable) as defined in clause D of the prenuptial agreement.

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2. This agreement shall not affect the Woman's right to the basic standard sum of the Ketubah (*ikar ketubah kedin*), nonetheless, this sum is part of the amount to which she is already entitled pursuant to the foregoing clause A' in this Annex.
3. The Woman hereby waives the additional discretionary sum of the Ketubah (*tosefet l'ketubata*). If the Woman anyhow accepts any sum as an additional sum (*tosefet ketubah*) in the future, she is hereby obligated to pay the Man immediately the sum she received as an additional sum (*tosefet ketubah*).

Child Support

- C. The Couple undertake to jointly support the children born to them, including the value of their care in the amount proportionate to their financial abilities as follows:

The Couple agree that in the determination of child support, the judicial body that deliberates on the issue, shall take into account all of the resources of each of the Couple, including: the share of each one in the division of the property, the earning ability of each of the Couple, the identity of the custodial parent, the extent of visitation arrangements, custody requirements, etc., with the aim of arriving at a just determination for the division of the burden of child support. The Couple undertake to pay all amounts pursuant to the above.

Validity of the Agreement

- D. If a disagreement arises among the decisors of Jewish law regarding the validity of the agreement or any provision therein under Jewish law, the Couple shall adopt the method that grants validity to the surviving clauses of the agreement. Each of the Couple undertakes to pay the other side any sum, and grants the other party all rights in accordance with the method granting validity to the surviving provisions of the agreement, such that the Jewish law mechanism of *kim li* may not be asserted.
- E. The Couple agree that if any section of the agreement shall be disqualified, stricken, determined to be invalid, is unable to be executed or effectuated, the surviving sections of the agreement shall remain intact and fully enforceable.

- F. The refrain, postponement or delay by one of the Couple from claiming and/or acting to effectuate a right granted to said party under this agreement, shall not be considered a waiver or pardon of any such right, unless such waiver or pardon is made in writing.
- G. The Couple desire to validate this agreement in accordance with Jewish law, the Property Relations Between Spouses Law, 5733-1973 (hereinafter: the "*Law*") and any other law. The Couple acknowledge that the provisions of the Law shall apply to them if not otherwise stated in the financial agreement signed among them and approved or authenticated in accordance with the Law and it is their desire that the provisions of the Law apply to them subject to the provisions of this agreement.
- H. All of the obligations in this agreement are effective immediately as obligations creating personal liability (*shi'bud haguf*), executed in an Esteemed Beit Din (*Beit Din Hashuv*) and should not be regarded as an indecisive contractual obligation (*asmakhta*) or as a stereotyped form (*ketufsei shtarot*). Rather this document shall be regarded as a valid monetary document like those customarily used according to the traditions of Israel, in proper form and in accordance with the rulings of our rabbinic sages of blessed memory. All of the above stated conditions are made in accordance with the laws of the Torah, as derived from the Book of Numbers Chapter 32 (*tna'ei bnei gad v'reuven*). Both parties have stipulated that they will not invoke the release of obligations of the Sabbatical Year. The validity of this agreement shall be as the validity of all documents legislated by our sages of blessed memory, and the parties hereby render null and void any previous declarations (*moda'ot*) and/or implied statements (*moda'ei moda'ot*) that they may have made, no matter how far-fetched or distantly implied, that could harm the validity of this agreement and declare invalid any witnesses that may testify to any such declarations or implied statements. The parties have accepted all of the above obligations via an accepted effective halakhic means of transaction (*kinyan hamo'il*), and by an oath of the Torah (*shevu'ah*). The signatures of the parties on this document shall be an admission (*hoda'ah*) to the declarations stated herein.
- I. A clause that is rejected may be deleted by the drawing of a line through the clause accompanied by the abbreviated signatures of the Couple next to the deletion. Changes to this agreement shall not be effective unless made in writing with the approval of the competent judicial body.

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- J. The headings in this agreement are for convenience sake only and shall not be accorded any significance in the translation of the agreement.
- K. Any agreement or document that will be executed by the Couple subsequent to the signing of this agreement, which does not contain an explicit reference to this agreement, shall be interpreted in accordance with and subject to the wording and provisions of this agreement.
- L. The Couple acknowledge and represent that they have read the agreement, that it was explained to them and that they understood all the contents therein, and that they are signing this agreement of their own free will, in the absence of any coercion, after having been given an opportunity to consult with any person they so desired, including legal counsel and an advisor on Jewish law.

IN WITNESS WE SET OUR HAND:

The Man

The Woman